

# **EXHIBIT A**

ORIGINAL



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**FILED**  
**ALAMEDA COUNTY**

FEB 26 2018

CLERK OF THE SUPERIOR COURT

By Erica Baker  
ERICA BAKER Deputy

Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
Meghan E. George (SBN 274525)  
Thomas E. Wheeler (SBN 308789)  
LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
21550 Oxnard St. Suite 780,  
Woodland Hills, CA 91367  
Phone: 877-206-4741  
Fax: 866-633-0228  
tfriedman@toddfllaw.com  
abacon@toddfllaw.com  
mgeorge@toddfllaw.com  
twheeler@toddfllaw.com  
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF ALAMEDA****EC18894432**

NICOLE RANA, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL GROUP,  
INC, and DOES 1-50, inclusive,

Defendants,

Case No.

**CLASS ACTION****COMPLAINT FOR:**

1. **FAILURE TO PAY OVERTIME**  
(Labor Code §§ 510, 1194, 1198  
And Wage Order 4)
2. **FAILURE TO PROVIDE**  
**ACCURATE WAGE**  
**STATEMENTS** (Labor Code §§  
226);
3. **FAILURE TO PAY ALL WAGES**  
**OWED UPON TERMINATION**  
(Labor Code §§ 201-203);
4. **VIOLATION OF CALIFORNIA**  
**LABOR CODE §558**
5. **VIOLATION OF CALIFORNIA**  
**BUSINESS AND PROFESSIONS**  
**CODE §17200.**

**BY FAX**

## INTRODUCTION

1  
2 1. Plaintiff brings this wage and hour Class Action against Defendants, and each of  
3 them, pursuant to Code of Civil Procedure §382. Plaintiff brings this action on behalf of herself  
4 and for the benefit of all other non-exempt persons employed by Defendants, and each of them,  
5 covered by Wage Order 4 who were not paid wages pursuant to California law prior and  
6 subsequent to the date this action was filed. All allegations in this wage and hour Class Action  
7 Complaint are based upon information and belief, except for those allegations which pertain to  
8 the Plaintiff named herein and her counsel. Plaintiff's information and beliefs are based upon,  
9 *inter alia*, the investigation conducted to date by Plaintiff and her counsel. Each allegation in this  
10 wage and hour Class Action Complaint either has evidentiary support or is likely to have  
11 evidentiary support after a reasonable opportunity for further investigation and discovery.

12 2. On information and belief, for at least four years prior to the filing of this action  
13 and through to the present, Defendants employed Plaintiff and the putative class members in  
14 Alameda County, and other counties in the State of California, and maintained and enforced  
15 against Plaintiff and the putative class members the systemic policies, practices, and/or customs  
16 complained of herein. Plaintiff seeks relief on behalf of herself, and the members of the Plaintiff  
17 Class, as a result of systemic employment policies, practices and procedures, more specifically  
18 described below, which violate the California *Labor Code*, and the orders and standards  
19 promulgated by the California Department of Industrial Relations, Industrial Welfare  
20 Commission, and Division of Labor Standards Enforcement, and which have resulted in the  
21 failure of Defendants to pay Plaintiff and members of the Plaintiff Class all wages owed to them.  
22 Said employment policies, practices and procedures are generally described as follows:

23 a. Defendants required, suffered, employed, and/or permitted Plaintiff and  
24 class members to work in excess of regular work hours without the required  
25 overtime and/or double time compensation;

26 b. Defendants failed to issue accurate itemized wage statements to their non-  
27 exempt employees, including Plaintiff and the class members, in violation of,  
28 *inter alia*, *Labor Code* §226 and Wage Order 4;

1 c. Defendants failed to pay Plaintiff and members of the Terminated  
2 Subclass all wages due upon termination of their employment, in violation of  
3 *Labor Code* §§ 201-203; and,

4 d. Violating *Business and Professions Code* §§ 17200 et seq. as further set  
5 forth below.

6 3. Plaintiff also alleges that Defendants, and each of them, had the clear ability to  
7 pay such wages as are/were due and owing to the Plaintiff and members of the Plaintiff Class,  
8 but intentionally did not pay such wages, in conscious disregard of the rights of Plaintiff and the  
9 members of the Plaintiff Class to timely payment of their wages.

10 4. This action seeks relief for the un-remediated violations of California law  
11 including, *inter alia*:

12 a. Damages and/or restitution, as appropriate, to Plaintiff and to the Class  
13 Members, for non-payment of the wages due them and interest thereon;

14 b. Damages and/or penalties for Plaintiff and Class Members who were not  
15 issued accurate itemized wage statements in conformity with California law.

16 c. Damages and/or penalties for Plaintiff and Class Members who  
17 voluntarily quit, or were laid off and/or terminated, but who were not paid all  
18 wages due and owing in conformity with California law;

19 d. Implementation of other equitable and injunctive relief, including, *inter*  
20 *alia*, an injunction prohibiting Defendants, and each of them, from continuing to:

21 i. fail to pay all wages due in accordance with the *Labor Code* and  
22 Wage Order 4;

23 iii. fail to issue accurate itemized wage statements in accordance with  
24 the *Labor Code* and Wage Order 4; and,

25 iv. fail to pay all compensation due to their non-exempt employees at  
26 the time of the termination of their employment in accordance with the  
27 *Labor Code*; and,

28 f. Attorney fees and costs as provided by statute and/or applicable case law

1 including, without limitation, *Labor Code* §§ 226 and 1194, and *Code of Civil*  
2 *Procedure* § 1021.5; and such other relief as the Court deems just and proper.

### 3 JURISDICTION AND VENUE

4 5. This Court has jurisdiction over this matter pursuant to the provisions of the  
5 California *Labor Code* and regulations, as well as *Business & Professions Code* § 17200. Venue  
6 is proper in Alameda County because the conduct alleged herein which gives rise to the claims  
7 asserted occurred within Alameda County. Specifically, Plaintiff Nicole Rana worked for  
8 Defendant within Alameda County, and the wages herein claimed were earned by her in  
9 Alameda County.

### 10 THE PARTIES

11 6. Plaintiff was employed by Defendants from May 2016, to on or about March 18,  
12 2017.

13 7. Defendants directly hired Plaintiff in Alameda County. During all times relevant  
14 to this litigation, Plaintiff performed work at various times during the Class Period at agreed  
15 upon hourly and/or piece wage rates that varied over their period of employment.

16 8. Plaintiff is informed and believes and thereon alleges that at all times relevant to  
17 this litigation, Defendant was and/or is a corporation, organized and existing pursuant to the laws  
18 of the state of California, which conducted and/or conducts its business in the State of California.  
19 Defendant directly employed Plaintiff and members of the proposed class to perform work in  
20 California at various locations.

21 9. The members of the proposed class are likewise current and former employees of  
22 Defendant, employed within the state of California as non-exempt employees.

23 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
24 participation in the conduct herein alleged of the defendants sued herein as DOES 1 through 50,  
25 inclusive, but on information and belief alleges that said defendants are in some manner legally  
26 responsible for the unlawful actions, policies, and practices alleged herein, and therefore sues  
27 such defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges  
28 that each defendant named herein was the agent of the other, and the agent of all defendants.

1 Plaintiff is further informed and believes, and thereon alleges, that each defendant was acting  
2 within the course and scope of said agency at all relevant times herein, for the benefit of  
3 themselves, each other, and the other defendants, and that each defendant's actions as alleged  
4 herein was authorized and ratified by the other defendants.

5 11. Plaintiff is informed and believes and thereon alleges that that, for purposes of  
6 Labor Code §558, Defendant is an "employer or other person acting on behalf of an employer,"  
7 of each member of the proposed putative class who suffered the Labor Code violations alleged in  
8 this Complaint. Plaintiff further alleges, on information and belief, that Defendant, caused the  
9 Labor Code violations, which are alleged in this Complaint.

#### 10 FACTUAL ALLEGATIONS

11 12. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 13. On information and belief, and at all times relevant to this litigation, Defendant  
13 owned, controlled, and/or operated multiple medical facilities throughout the state of California,  
14 which employed Plaintiff and similarly situated persons as non-exempt employees within the  
15 meaning of Wage Order 4. Such business operations are and were located in the State of  
16 California.

17 14. On information and belief, and at all times relevant to this litigation, Defendants  
18 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced  
19 against their non-exempt employees systemic policies and practices that resulted in Defendants  
20 not paying Plaintiff and other non-exempt employees all overtime wages due, pursuant to  
21 California law.

22 15. Defendant's policy and practice is to deny earned wages, including overtime pay,  
23 to its non-exempt hourly employees at its facilities throughout California. In particular,  
24 Defendant requires its employees to be present and perform work in excess of eight hours per  
25 day and/or forty hours per work week but fails to pay them overtime accordingly, and further  
26 fails to pay for all straight time hours worked.

27 16. The requirement to work overtime by non-exempt employees was frequent and  
28 unavoidable and employees were required to work overtime hours in order to complete their job



1 duties.

2 17. Defendant implements its unlawful policy and practice of failing to pay for all  
3 overtime hours worked by non-exempt employees by frequently altering the overtime rate of pay  
4 to be less than the legally required rate. For example, when Plaintiff's regular pay rate was  
5 \$40.0363 per hour, the legally required overtime rate was \$60.05445 per hour. In actuality,  
6 Defendant paid her overtime hours at an inconsistent basis, sometimes as low as \$60.0434 per  
7 hour. When Plaintiff's regular hourly rate was \$41.2374, the minimum required overtime hourly  
8 rate was \$61.8561, but Defendant compensated her at rates as low as \$61.50 per hour.

9 18. The net effect of Defendant's policy and practice, instituted and approved by  
10 company managers, is that Defendant willfully fails to pay the minimum required overtime  
11 compensation and thus willfully fails to issue accurate itemized wage statements, in order to save  
12 payroll costs.

13 19. On information and belief, and at all times relevant to this litigation, Defendants  
14 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced  
15 against their non-exempt employees policies and practices whereby Defendants willfully failed  
16 to issue accurate itemized wage statements to Plaintiff and the other non-exempt production  
17 employees in violation of *Labor Code* §226.

18 20. On information and belief, and at all times relevant to this litigation, Defendants  
19 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced  
20 against their non-exempt employees systemic policies and practices whereby Defendants  
21 willfully failed to pay all wages – specifically all overtime wages - Defendants owed Plaintiff  
22 and the other non-exempt employees at the time of layoff or at the time of their employment  
23 separation in violation of *Labor Code* §§201, 202 and 203.

24 21. Plaintiff and members of the Terminated Subclass, whose employment with  
25 defendants was terminated during the Class Period, were routinely not paid, upon termination, all  
26 wages due to them, in violation of California *Labor Code* § 201-203. Specifically, members of  
27 the Terminated Subclass were not paid all legally owed overtime wages. During the Class  
28 Period, and continuing to the present, Defendants have had a consistent policy, practice, custom,

1 and/or habit of failing to provide members of the Terminated Subclass all wages due to them  
2 upon termination.

3 22. The wage and hour violations herein alleged were and are willful and deliberate,  
4 and were taken pursuant to, and resulted from Defendants' systemic policies, customs, and  
5 practices, which Defendants applied uniformly to Plaintiff and all members of the Plaintiff Class,  
6 and which have resulted in the unjust enrichment of Defendants at the expense of Plaintiff and  
7 members of the Plaintiff Class.

8 23. As a direct result of the wage and hour violations herein alleged, Plaintiff and  
9 members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to  
10 the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in  
11 seeking to compel Defendants to fully perform their obligations under state law, all to their  
12 respective damage in amounts according to proof at the time of trial.

13 **CLASS ACTION ALLEGATIONS**

14 24. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

15 25. Plaintiff brings this action on behalf of herself and all others similarly situated as  
16 a class action, pursuant to *California Code of Civil Procedure* § 382. The class which Plaintiff  
17 seeks to represent is composed of and defined as follows:

18 **Plaintiff Class:**

19 All persons who are employed or have been employed by  
20 Defendants in California, who were, at any time within four years  
21 of the filing of this Complaint, classified as a non-exempt  
22 employee.

23 **Terminated Subclass:**

24 All members of the Plaintiff Class whose employment ended  
25 during the Class Period.

26 26. Excluded from the Plaintiff Class and Terminated Subclass are any of  
27 Defendants' leads, supervisors, managers, shift leaders, crew leaders, or any other employees in  
28 a managerial or supervisory position that were involved in enforcing or effectuating the unlawful



1 conduct alleged herein.

2 27. The Class Period is the period from four years prior to the date this Complaint  
3 was filed, through and including the date judgment is rendered in this matter.

4 A. Numerosity

5 28. The class is so numerous that the individual joinder of all members is  
6 impracticable. While the exact number and identification of class members are unknown to  
7 Plaintiff at this time and can only be ascertained through appropriate discovery directed to  
8 defendants, Plaintiff are informed and believes that the class includes potentially thousands of  
9 members, working at hundreds of locations across California.

10 B. Commonality

11 29. Common questions of law and fact exist as to all members of the class which  
12 predominate over any questions affecting only individual members of the class. These common  
13 legal and factual questions, which do not vary from class member to class member, and which  
14 may be determined without reference to the individual circumstances of any class member,  
15 include, but are not limited to, the following:

- 16 a. Whether Plaintiff and members of the proposed class are subject to and entitled to  
17 the benefits of California wage and hour statutes;
- 18 b. Whether Defendants violated the applicable Labor Code and Wage Orders by not  
19 paying all overtime wages owed to Plaintiff and to the Plaintiff Class;
- 20 c. Whether Defendants had a standard policy and/or practice of failing to provide  
21 Plaintiff and members of the Plaintiff Class with accurate and proper wage  
22 statements upon payment of wages, in violation of *Labor Code* § 226;
- 23 d. Whether Defendants had a standard policy and/or practice of failing to promptly  
24 pay compensation owing to Plaintiff and members of the Terminated Subclass  
25 upon termination of their employment, in violation of Labor Code §§ 201-203;
- 26 e. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so,  
27 the proper measure of such damages, as well as interest, penalties, costs,  
28 attorneys' fees, and equitable relief;

1 f. Whether Defendants' conduct as alleged herein violates the Unfair Business  
2 Practices Act of California, *Bus. & Prof. Code* § 17200, et seq.

3 C. Typicality

4 30. The claims of the named Plaintiff are typical of the claims of the members of the  
5 proposed class. Plaintiff and other class members sustained losses, injuries and damages arising  
6 from defendants' common policies, practices, procedures, protocols, routines, and rules which  
7 were applied to other class members as well as to Plaintiff. Plaintiff seeks recovery for the same  
8 type of losses, injuries, and damages as were suffered by other members of the proposed class.

9 D. Adequacy of Representation

10 31. Plaintiff is an adequate representative of the proposed class because she is a  
11 member of the class and her interests do not conflict with the interests of the members she seeks  
12 to represent. Plaintiff has retained competent counsel, experienced in the prosecution of  
13 complex class actions, and together Plaintiff and her counsel intend to prosecute this action  
14 vigorously for the benefit of the class. The interests of the class members will fairly and  
15 adequately be protected by Plaintiff and her attorneys.

16 E. Superiority of Class Action

17 32. A class action is superior to other available methods for the fair and efficient  
18 adjudication of this litigation since individual litigation of the claims of all class members is  
19 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on  
20 an individual basis, because this would potentially result in hundreds of individual, repetitive  
21 lawsuits. Individual litigation presents the potential for inconsistent or contradictory judgments,  
22 and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among  
23 those with equally meritorious claims. By contrast, the class action device presents far fewer  
24 management difficulties and provides the benefit of a single adjudication, economies of scale,  
25 and comprehensive supervision by a single court.

26 33. The various claims asserted in this action are additionally or alternatively  
27 certifiable under the provisions of the *California Code of Civil Procedure* section 382 because:

28 a. The prosecution of separate actions by numerous individual class members would

1 create a risk or varying adjudications with respect to individual class members,  
2 thus establishing incompatible standards of conduct for Defendants; and

- 3 b. The prosecution of separate actions by individual class members would also  
4 create the risk of adjudications with respect to them that, as a practical matter,  
5 would be dispositive of the interest of the other class members who are not a party  
6 to such adjudications and would substantially impair or impede the ability of such  
7 non-party class members to protect their interests.

8 **CAUSES OF ACTION**  
9 **FIRST CAUSE OF ACTION**

10 **OVERTIME AND DOUBLE TIME WAGES**  
11 **(Labor Code §§ 218.6, 558, & 1194, and Wage Order 4)**  
12 ***Plaintiff Individually and on Behalf of the Class Against Defendants***

- 13 34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

14 35. At all times relevant, Defendants, and each of them, have failed to properly  
15 calculate and pay Plaintiff and the class members the required overtime or double time premium  
16 wages in accordance with the applicable statutes and Wage Order 4, in amounts to be proven at  
17 trial.

18 36. As a result of each Defendants' failures, Plaintiff and the class members are  
19 entitled to each recover the unpaid overtime and double time wages due, plus interest, attorney's  
20 fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **ITEMIZED WAGE STATEMENT (CHECK STUBS) PENALTIES**  
23 **(LABOR CODE §§ 226 and 558)**  
24 ***Plaintiff Individually and on Behalf of the Class Against Defendants***

- 25 37. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26 38. At all times relevant, each Defendant violated *Labor Code* § 226(a) by falsely or  
27 failing to provide accurate, itemized wage statements, because the statements  
28 failed to accurately report one or more of the following:

- a. all employers' names and addresses;  
b. total hours worked;

- c. applicable rates of pay;
- d. the number of piece rate units;
- e. the applicable piece rate;
- f. the rate of pay and total hours for each assignment; and,
- g. gross and net wages earned.

39. Pursuant to *Labor Code* §§ 226(e) and (h), Plaintiff and each class member are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). Plaintiff and each class member are further entitled to an award of costs and reasonable attorney's fees.

40. Defendants failed to accurately record the wages due to Plaintiff and members of the proposed class, specifically including, but not limited to, by failing to record the legally required minimum overtime rate for Plaintiff and Class members.

41. Plaintiff and members of the Plaintiff Class were injured by Defendants' failure to provide accurate wage statements because, among other things, they were unable to determine the proper amount of wages actually owed to them, and whether they had received full compensation therefor.

42. Plaintiff and members of the Plaintiff Class request recovery of *Labor Code* § 226(e) penalties according to proof, as well as interest, attorney's fees and costs pursuant to *Labor Code* § 226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

### **THIRD CAUSE OF ACTION**

#### **WAITING TIME PENALTIES (CALIFORNIA LABOR CODE §§ 201-203 and 558)**

*Plaintiff Individually and on Behalf of the Terminated Subclass Against Defendants*

43. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

44. *Labor Code* §§ 201 and 202 require that Defendants pay their employees all

1 wages due within 24 hours after a discharge or 72 hours after a resignation from employment, if  
 2 the employee has given less than 72 hours notice. Labor Code § 203 provides that if an employer  
 3 willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the  
 4 employee's daily wage until the back wages are paid in full or an action is commenced. The  
 5 penalty cannot exceed 30 days of wages.

6 45. Plaintiff and the class members are entitled to compensation for all wages earned,  
 7 including without limitation, the unpaid overtime wages not provided, but to date have not  
 8 received such compensation.

9 46. More than 30 days have passed since Plaintiff and Terminated Subclass members  
 10 terminated from their employment with Defendants. Defendants have not paid Plaintiff and each  
 11 Subclass member whose employment has ended all wages owed. As a consequence of  
 12 Defendants' willful conduct in not paying Plaintiff and each Subclass member all earned wages  
 13 at the time their employment with Defendants ended, Plaintiff and each Terminated Subclass  
 14 member is entitled to 30 days' wages as a penalty under *Labor Code* § 203.

#### 15 FOURTH CAUSE OF ACTION

##### 16 PENALTIES UNDER CALIFORNIA LABOR CODE § 558 17 *Plaintiff Individually and on Behalf of the Class Against Defendants*

18 47. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

19 48. California Labor Code Section 558 provides:

20 "(a) Any employer or other person acting on behalf of an employer who  
 21 violates, or causes to be violated, a section of this chapter or any provision  
 22 regulating hours and days of work in any order of the Industrial Welfare  
 23 Commission shall be subject to a civil penalty as follows: (1) For any initial  
 24 violation, fifty dollars (\$50) for each underpaid employee for each pay period  
 25 for which the employee was underpaid in addition to an amount sufficient to  
 26 recover underpaid wages. (2) For each subsequent violation, one hundred  
 27 dollars (\$100) for each underpaid employee for each pay period for which the  
 28 employee was underpaid in addition to an amount sufficient to recover



1 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to  
2 the affected employee."

3 49. At all times relevant, Defendants, and each of them, have routinely and  
4 systematically committed numerous violations of IWC Wage Order 4, as detailed above,  
5 including but not limited to failure to pay Plaintiff and each class member all overtime wages  
6 due.

7 50. Pursuant to Labor Code section 558, Plaintiff is entitled to recover a penalty of  
8 \$50.00 for the initial failure to compensate employees for all hours worked, at the applicable  
9 rates and \$100.00 for each subsequent failure by Defendants.

10 51. As a proximate result of Defendants' failure to pay overtime and/or double time  
11 wages as alleged above, plaintiff is entitled to recover from Defendants penalties pursuant to  
12 section 558 in excess of \$100,000.00 or such greater amount as may be established according to  
13 proof at trial, for an award of interest, including prejudgment interest, at the legal rate, and for  
14 costs of suit.

### 15 FIFTH CAUSE OF ACTION

#### 16 RESTITUTION

17 (Unlawful Competition in Violation of Business and Professions Code §§ 17200 et seq.)  
18 *Plaintiff Individually and on Behalf of the Class Against Defendants*

19 52. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

20 53. Section 17200 of the California *Business and Professions Code* prohibits any  
21 unlawful, unfair or fraudulent business act or practice.

22 54. Plaintiff brings this cause of action in a representative capacity on behalf of the  
23 general public and the persons affected by the unlawful and unfair conduct described herein.  
24 Plaintiff and members of the proposed class have suffered and continue to suffer injury in fact  
25 and deprivation of wages and monies as a result of Defendants' actions.

26 55. The actions of Defendants, as herein alleged, amount to conduct which is  
27 unlawful and a violation of law. As such, said conduct constitutes unfair business practices, in  
28 violation of *Business and Professions Code* §§ 17200 et. seq.



1           56. Defendants' conduct as herein alleged has damaged Plaintiff and the members of  
2 the Plaintiff Class by denying them wages due and payable, and by failing to provide proper  
3 wage statements. Defendants' actions are thus substantially injurious to Plaintiff and the  
4 members of the Plaintiff Class, causing them injury in fact and loss of money.

5           57. As a result of such conduct, Defendants have unlawfully and unfairly obtained  
6 monies owed to Plaintiff and the members of the Plaintiff Class.

7           58. All members of the Plaintiff Class can be identified by reference to payroll and  
8 related records in the possession of the Defendants. The amount of wages due to Plaintiff and  
9 members of the Plaintiff Class can be readily determined from Defendants' records. The  
10 members of the proposed class are entitled to restitution of monies due and obtained by  
11 Defendants during the Class Period as a result of Defendants' unlawful and unfair conduct.

12           59. During the Class Period, Defendants committed, and continue to commit acts of  
13 unfair competition as defined by Sections 17200 et. seq. of the *Business and Professions Code*,  
14 by and among other things, engaging in the acts and practices described above.

15           60. Defendants' course of conduct, acts, and practices in violation of the California  
16 laws, as mentioned in each paragraph above, constitute distinct, separate and independent  
17 violations of Sections 17200 et seq. of the *Business and Professions Code*.

18           61. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully  
19 denied lawfully earned but unpaid wages outweighs the utility, if any, of Defendants' policies  
20 and practices and, therefore, Defendants' actions described herein constitute an unfair business  
21 practice or act within the meaning of *Business and Professions Code* §§ 17200, et seq.

22           62. Defendants' conduct described herein threatens an incipient violation of  
23 California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise  
24 significantly threatens or harms competition.

25           63. Defendants' course of conduct described herein further violates *Business and*  
26 *Professions Code* §§ 17200, et seq., in that it is fraudulent, improper, and/or unfair.

27           64. The unlawful, unfair, and fraudulent business practices and acts of Defendants as  
28 described herein above have injured Plaintiff and members of the Plaintiff Class in that they

1 were wrongfully denied the timely and full payment of wages owed to them.

2 65. Defendants have been unjustly enriched as a direct result of their unlawful  
3 business practices alleged in this complaint and will continue to benefit from those practices and  
4 have an unfair competitive advantage if allowed to retain the unpaid wages.

#### 5 ATTORNEY'S FEES AND COSTS

6 66. Plaintiff is entitled to fees and costs, pursuant to California law, including,  
7 without limitation, *Code of Civil Procedure* § 1021.5 and *Labor Code* §§ 226 and 1194. Further,  
8 enforcement of statutory provisions enacted to protect workers and to ensure prompt payment of  
9 wages due employees is a fundamental public interest in California. Consequently, Plaintiff's  
10 success in this action will result in the enforcement of important rights affecting the public  
11 interest and will confer a significant benefit upon the public.

#### 12 PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff, on behalf of herself, and on behalf of the members of the  
14 Plaintiff Class, pray for judgment against defendants as follows:

- 15 A. For an order certifying the proposed class;
- 16 B. For the attorneys appearing on the above caption to be named class counsel and for the  
17 named Plaintiff to be appointed class representative;
- 18 C. For compensatory damages in an amount according to proof with interest thereon;
- 19 D. For economic and/or special damages in an amount according to proof with interest  
20 thereon;
- 21 E. For payment of unpaid wages in accordance with California labor law;
- 22 F. For payment of penalties in accordance with California law;
- 23 G. For Defendants to be found to have engaged in unfair competition in violation of  
24 California *Business and Professions Code* §§ 17200, *et seq.*;
- 25 H. For Defendants to be ordered and enjoined to make restitution to Plaintiff and the class  
26 and disgorgement of profits from their unlawful business practices and accounting,  
27 pursuant to California *Business and Professions Code* §§ 17203 and 17204;
- 28 I. For interests, attorneys' fees and cost of suit under *Labor Code* §§ 226 and 1194 and

J. For all such other and further relief that the court may deem just and proper.

Plaintiff, on behalf of himself and all other similarly situated, hereby demands a trial by jury in this case.

By: \_\_\_\_\_

**Law Offices of Todd M. Friedman, P.C.  
Todd M. Friedman, Esq.  
Adrian R. Bacon, Esq.  
Attorneys for Plaintiff and the Proposed  
Class**